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6 **UNITED STATES DISTRICT COURT**  
7  
8 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

9 (Sacramento Division)

10 JONATHAN FINESTONE

11 *Plaintiffs,*

12 v.

13 UTILITY TELECOM GROUP, LLC,  
14 UTILITY TELEPHONE, INC., JASON  
15 MILLS, AND DOES 1-10,

16 *Defendants.*

**CASE NO.**

**COMPLAINT**

17  
18 Jonathan Finestone (“Finestone” or “Plaintiff”) by and through his attorneys, brings this  
19 Complaint against Utility Telecom Group, LLC (“UTG”), Utility Telephone, Inc. (“UTI”),  
20 Jason Mills, (collectively “UTG Affiliates” or “UTG Defendants”) and unknown individual,  
21 corporate or affiliated entities Does 1-10, and alleges, on knowledge as to its own actions, and  
22 otherwise upon information and belief, as follows:

23 **I. NATURE OF THE ACTION**

24 1. This Complaint arises from the failure of one or more of the UTG Defendants to  
25 transfer certain telephone numbers assigned to Finestone to another carrier of Finestone’s

1 choosing as required by federal and state law.

2 2. In order to promote competition in the telecommunications industry, the federal  
3 government enacted legislation in 1996 mandating that telecommunications carriers must  
4 allow subscribers to freely transfer their telephone numbers to another carrier. This process  
5 is referred to as a “port.” The legislation requires that ports occur expeditiously; within 24  
6 hours for simple ports, up to a few days for large volumes of numbers to be transferred or  
7 for complex ports.

8 3. Finestone has followed the proper process to request the port of his assigned telephone  
9 numbers but UTG Defendants have refused multiple times for more than a year to port  
10 Finestone’s telephone numbers to the new carrier designated by Finestone.

11 4. Finestone is being harmed by UTG Defendant’s willful refusal to port his numbers and  
12 accordingly he brings this action seeking a judgment requiring UTG Defendants to port the  
13 numbers and to recover damages for the harm UTG Defendants have caused. Finestone  
14 has lost current and future revenue and business opportunities from telecommunications  
15 clients due to the loss of known telephone numbers for Finestone.

## 16 II. THE PARTIES, JURISDICTION AND VENUE

17 5. Jonathan Finestone is a resident of West Hollywood, California.

18 6. Finestone is informed and believes, and on that basis alleges, that Utility Telecom  
19 Group, LLC (“UTG”) is a Delaware limited liability corporation owned by Jason Mills and  
20 has a principle place of business located at 4202 Coronado Avenue, in Stockton,  
21 California. Finestone further is informed and believes that UTG is an affiliate of Utility  
22 Telephone, Inc.

23 7. Finestone is informed and believes, and on that basis alleges, that Utility Telephone,  
24 Inc. (“UTI”) is a California corporation owned by Jason Mills, and is certified by the  
25 California Public Utilities Commission (“CPUC”) to operate in California as a competitive

1 local exchange carrier (“CLEC”) with Utility Number U-5807-C. Finestone further is  
2 informed and believes, and on that basis alleges, that UTI is an affiliate of UTG and has its  
3 principal place of business located at 4202 Coronado Avenue in Stockton, California.

4 8. Finestone is informed and believes, and on that basis alleges, that Jason Mills is a  
5 resident of Stockton, California and is an owner of both UTG and UTI. Finestone is  
6 informed and believes, and on that basis alleges, that the UTG Defendants have one or more  
7 investors other than Mr. Mills who may have a controlling interest or other rights to control  
8 the policies or operations of the UTG Defendants.

9 9. The true names and capacities, whether individual, corporate, affiliate, associate, or  
10 otherwise of the Defendant named herein as DOES 1-10, inclusive, are unknown to  
11 Finestone, who therefore brings this Complaint against them under fictitious names. When  
12 the true names and capacities of those Defendants are ascertained, Finestone will amend  
13 this Complaint to insert the true names and capacities of those Defendants.

14 **III. JURISDICTION AND VENUE**

15 10. This case arises under federal statutory and state common law and relates to rights and  
16 obligations created pursuant to federal statute, specifically the Telecommunications Act of  
17 1996, (“FTA”) Pub. Law No. 104-104, 110 Stat. 56 (1996), 47 U.S.C. §151 *et. seq.*  
18 Therefore this Court has original jurisdiction over this Complaint pursuant to 28 U.S.C. §  
19 1331.

20 11. More specifically, this court has jurisdiction over this matter pursuant to 47 U.S.C. §§  
21 206 and 207.

22 12. 47 U.S.C. §206 of the Telecommunications Act of 1996 mandates:  
23 “In case any common carrier shall do, or cause or permit to be done,  
24 any act, matter, or thing in this chapter prohibited or declared to be  
25 unlawful, or shall omit to do any act, matter, or thing in this chapter  
26 required to be done, such common carrier shall be liable to the  
person or persons injured thereby for the full amount of damages  
sustained in consequence of any such violation of the provisions of  
this chapter, together with a reasonable counsel or attorney’s fee, to

be fixed by the court in every case of recovery, which attorney's fee shall be taxed and collected as part of the costs in the case."

13. 47 U.S.C. §207 provides,

Any person claiming to be damaged by any common carrier subject to the provisions of this Act may either make complaint to the [Federal Communications] Commission as hereinafter provided for, or may bring suit for the recovery of the damages for which such common carrier may be liable under the provisions of this Act, in any district court of the United States of competent jurisdiction; but such person shall not have the right to pursue both such remedies.

14. The right of action conferred under §§ 206 and 207 applies not only to the Telecommunications Act, but to FCC implementing regulations as well. *Precision Pay Phones v. Owest Communs. Corp.* (N.D.Cal. 2002) 210 F.Supp.2d 1106, 1115.

15. 47 U.S.C. § 502 provides for penalties for willful or knowing violations of any rule, regulation, restriction, or condition made or imposed by the FCC under authority of the Communications Act by a fine of not more than \$ 500 for each and every day during which such offense occurs.

16. This Court also has pendant jurisdiction over state law claims under 28 U.S.C. § 1337.

17. Venue is proper in this District pursuant to 28 U.S.C. § 1391 (b) and (c) because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district and Defendant transacts business here.

#### IV. LEGAL FRAMEWORK FOR NUMBER PORTING

18. Under the FTA and regulations issued by the Federal Communications Commission (“FCC”) pursuant to the FTA, “users of telecommunications services” have a right “to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. 47 U.S.C. 153(37); *see also* 47 C.F.R. §§ 52.20, *et seq.* This practice is known as “number portability”, or “porting.” 47 U.S.C. 153(37); 47 C.F.R. §52.21(m).

1 19. Number portability was intended to benefit consumers and competition. *In re*  
2 *Telephone Number Requirements for IP-Enabled Service Providers*, 22 FCC Rcd  
3 19531, 19540 (F.C.C. October 31, 2007) .

4 20. Congress made clear that users’ number portability rights should be completely  
5 unfettered by mandating that users of telecommunications services have a right to port their  
6 numbers even if they owe an unpaid balance to the existing carrier. Id., at 19555, at ¶43.

7 21. Neither the Code of Federal Regulations nor the FTA define the term “user of  
8 telecommunications services”, but the FCC has defined the term “end user” to mean the  
9 recipient of a “telecommunications service” from a CLEC such as UTI. *N. Valley*  
10 *Communs., LLC v. FCC* (2013) 717 F.3d 1017, 1019.

11 22. Finestone was the recipient of telecommunications services from Defendants, including  
12 inbound and outbound local and long distance services in addition to assigning and  
13 maintaining telephone numbers to Finestone.

14 23. Finestone contracted and paid for telecommunications services received through an  
15 agency arrangement in which Finestone referred business prospects to Defendants in  
16 exchange for use of Defendants’ telecommunications services, network facilities, and  
17 management of Finestone’s telephone numbers.

18 24. The FCC’s number porting rules apply both to traditional ten-digit telephone numbers  
19 with a three-digit area code followed by seven digits and toll free numbers that begin with  
20 an “8” followed by duplicate digits (e.g. 800, 866, 877, or 888). 47 U.S.C. 153(37).

21 25. All telecommunications carriers are to carry out “simple” port requests within one  
22 business day. 47 C.F.R. §52.35(a). All requests for “non-simple” ports must be carried out  
23 in four business days. 47 C.F.R. §52.35(d).

24 26. Simple ports generally are defined as ports involving one telephone number. Included  
25 among the category of non-simple ports are those that involve porting multiple numbers. *In*  
26

re Tel. No. Portability, 18 FCC Rcd or d 23697, 23715 (F.C.C. November 7, 2003). Under this definition, Finestone's port would be considered complex, thus it should have been completed within four business days from the port request.

4 27. To port a telephone number to a new telecommunications carrier, the user contacts the  
5 prospective new carrier, which initiates the porting process.

6 28. The user initiates the porting process by entering a specified set of information in data  
7 fields on a computer ordering system for the new carrier. 47 C.F.R. § 52.36(a). This  
8 information enables the new carrier to confirm the user's identity, match it to a valid  
9 account, and then makes an electronic porting with the existing carrier. Once a valid porting  
10 request has been made, the existing carrier cannot legally refuse to port numbers.

11 29. All telephone numbers in the United States are managed by a local number portability  
12 administrator, which is an independent, non-governmental entity, not aligned with any  
13 particular telecommunications industry segment. 47 C.F.R. §52.21(j). A  
14 telecommunications carrier may request blocks of local numbers from the administrator for  
15 the purpose of assigning those numbers to users. Telecommunications carriers must apply  
16 to the number administrator for blocks of local telephone numbers which they then use to  
17 provide service to their own customers or they assign telephone numbers to other providers  
18 so that they can use the numbers to provide service.

19 30. Toll free numbers are administered differently. All toll-free numbers are contained in a  
20 centralized database called the 800 Service Management System (“800 SMS”). The 800  
21 SMS indicates whether a toll number (1-8xx) is available or in use. If the toll free number  
22 is in use, the 800 SMS provides routing instructions so a translation can be performed to  
23 route the 1-8xx call to the traditional ten-digit phone number used by the recipient hosting  
24 the toll free number.

31. To get an assignment of toll free numbers, telecommunications carriers must apply to a

1 Responsible Organization (“RespOrg”), which is a businesses, often telephone companies,  
2 that have gone through a certification process and have 800 SMS privileges. A RespOrg can  
3 check availability, reserve numbers for customers, and make changes to the customer's  
4 account.

5 **V. ASSIGNMENT OF NUMBERS AND DEFENDANTS' FAILURE TO PORT**

6 32. Finestone believes, and on that basis, alleges as follows: The Telephone Connection of  
7 Los Angeles, Inc. (“TTC”) and/or Telephone Connection Local Services, LLC (“TCLS”) or  
8 an affiliated entity obtained local numbers from the numbering administrator and toll free  
9 numbers from one or more RespOrgs. Finestone believes, and on that basis alleges that  
10 TTC and TCLS were owned, directly or indirectly, by Marc O’Krent.

11 33. Mr. O’Krent assigned approximately 1200 telephone numbers to Finestone for his use.  
12 These numbers included both local ten-digit numbers and toll free numbers.

13 34. Certain of the local numbers assigned to Finestone are considered to be premium  
14 numbers because they have repeating digits, such as 1-213-777-7777 and are therefore easy  
15 to remember and are viewed as a valuable marketing tool by end users such as Finestone.

16 35. Certain of the toll free numbers, sometimes referred to as “vanity numbers” were  
17 especially valuable because they spell a word when the corresponding letter on a telephone  
18 keypad was substituted for the number. One example is 1-800-638-9675, which spells 1-  
19 800-NETWORK. The telephone numbers were provided by TTC to Finestone at an  
20 effective \$0.00 billing rate as consideration for Finestone charging reduced commissions for  
21 business referrals to TTC (“TTC Agreement”).

22 36. Finestone is informed and believes, and on that basis alleges that in October 2015,  
23 Defendant Utility Telephone, Inc. acquired the assets of TTC and TCLS and affiliates  
24 (including customer accounts) from Mr. O’Krent. This transaction included the assignment  
25 of Finestone’s account and telephone numbers to one or more of the UTG Defendants. A

1 true and correct copy of two emails from Mr. O'Krent to Finestone regarding the transfer of  
2 telephone service and the Finestone numbers to Defendants is provided as **Exhibit B**.

3 37. UTG Defendants continued the TTC Agreement under which Finestone acted as an  
4 agent to identify and refer business opportunities to one or more of the UTG Defendants in  
5 exchange for an effective billing rate of \$0.00 for use of the telephone numbers and  
6 telecommunications services provided by Defendants. One or more of the UTG Defendants  
7 and/or Does thereby entered into either an oral express or implied contract to provide  
8 telecommunications services and to manage the Finestone telephone numbers. Cal. Civ.  
9 Code §1620 (express contract); Cal. Civ. Code §1621 (implied contract).

10 38. Upon the transfer of Finestone's telecommunications services and numbers, the UTG  
11 Defendants became the entity or entities responsible for maintaining the Finestone  
12 telephone numbers. In particular, one or more of the UTG Defendants served as the  
13 RespOrg for maintaining the toll free numbers assigned to Finestone. Over time, additional  
14 telephone numbers were assigned to Finestone by one or more of the UTG Defendants.

15 39. Among the telecommunications services provided by Defendants to Finestone are  
16 inbound and outbound local and long distance services.

17 40. Finestone contracted and compensated Defendants for telecommunications services  
18 received through an agency arrangement in which Finestone referred business prospects to  
19 Defendants and provided ongoing management and customer service for customer accounts  
20 referred prior to Defendants' acquisition of TTC and TCLS assets, in exchange for use of  
21 Defendants' telecommunications services, network facilities and management of  
22 Finestone's telephone numbers.

23 41. In February of 2018, Defendants sent or caused to be sent a proposed written contract  
24 with terms substantially less favorable to Finestone than the TTC Agreement, including the  
25 proposal to charge an effective billing rate above \$0.00 for managing Finestone's telephone

1 numbers and for telecommunications services. As part of this proposed revision to the TTC  
2 Agreement, one or more of the Defendants sent or caused to be sent a list of the telephone  
3 numbers assigned to Finestone's account and Private Branch Exchange (a telephone  
4 switching device used to receive incoming and send outgoing calls). **Exhibit C** is a true  
5 and correct copy of the February 2018 email conveying a new written contract and the  
6 partial list of the Finestone telephone numbers being maintained by one or more of the  
7 Defendants.<sup>1</sup> The list in **Exhibit C** was incomplete because it did not include all of the  
8 telephone numbers that had been assigned to Finestone.

9 42. The complete list of telephone numbers assigned to Finestone as of the date of this  
10 Complaint is provided as **Exhibit A**. Finestone confirmed with UTG the telephone  
11 numbers that were maintained by UTG on his behalf. A true and correct copy of  
12 correspondence documenting telephone number assignments to Finestone's PBX is  
13 provided as **Exhibit D**.

14 43. Throughout the period after the Defendants acquired TTC and TCLS through January,  
15 2018, Defendants sent invoices to Finestone for telecommunications services showing  
16 usage of telecommunications services and the telephone numbers assigned to him but a  
17 \$0.00 balance due. **Exhibit E** is a true and correct copy of the January, 2018 invoice sent to  
18 Finestone's company, AIS and **Exhibit F** is a true and correct copy of an invoice sent  
19 directly to Finestone.

20 44. At no time prior to March, 2018 did Defendants assert that Finestone's account had any  
21 unpaid invoices.

22 45. On or about March 1, 2018, without any prior notice or agreement, UTI submitted an  
23 invoice to Finestone that reversed the prior \$0.00 billing rate and instead sought to charge  
24

25 <sup>1</sup> On information and belief, the abbreviations in the email refer to the following terms: 1) DID – direct inward dial  
26 (this is another term for local numbers); 2) TF – toll free.  
27

1 for use of the Finestone telephone numbers. Attachment D is a true and correct copy of the  
2 March 1, 2018 invoice sent to Finestone.

3 46. Confirming Finestone and Defendants' contractual arrangement under the TTC  
4 Agreement, the March 1, 2018 invoice did not reflect any prior amounts owed by Finestone

5 47. The proposed contract in which Finestone would be charged a non-zero rate was not  
6 acceptable to Finestone and he began looking for a replacement CLEC to provide  
7 telecommunications services and manage his telephone numbers.

8 48. On or about March 14, 2018, Finestone submitted a request to port the approximately  
9 1200 telephone numbers on **Exhibit A** from Defendants to another telecommunications  
10 carrier.

11 49. On or about March 21, 2018, UTG rejected the port request purportedly because the  
12 name on the port order and the name on the telephone account did not match.

13 50. Although Finestone did not agree that was a mismatch of the name, he repeated his port  
14 request to Defendants with modifications he believed addressed Defendants' claims that the  
15 name in which the porting request was made needed to be changed. Nonetheless, despite  
16 addressing each reason given by Defendants for rejecting Finestone's port request, each  
17 port request was rejected.

18 51. On or about February 1, 2018, Finestone instructed a new telecommunications carrier to  
19 submit a port request to Defendants to port Finestone's numbers its network. Defendants  
20 rejected the port request.

21 52. Finestone is informed and believes, and on that basis alleges, at some time in 2018, the  
22 Defendants released the vanity number 1-800-NETWORK to another RespOrg. Defendants  
23 did not provide notice to Finestone, nor obtain consent from him to release the number.

24 53. Finestone is informed and believes, and on that basis alleges, that the new RespOrg.  
25 assigned 1-800-NETWORK to another user.

1 54. Finestone is informed and believes, and on that basis alleges, that Defendants have  
2 released the premium number 1-213-777-7777 to another customer without providing  
3 notice or obtaining consent from him to release the number. Finestone further is informed  
4 and believes, and on that basis alleges, that Defendants have released the premium number  
5 1-213-888-8888 to another customer without providing notice or obtain consent from him  
6 to release the number.

7 55. Previously, on December 20, 2016, Defendant Mr. Mills contacted Finestone via email  
8 inquiring whether it was acceptable to release the premium number 1-213-777-7777.  
9 Finestone did not agree to the release of this number.

10 56. Finestone communicated multiple times with Defendants and Defendants' counsel  
11 through January 2019, in an effort to have all of the numbers that had been assigned to him  
12 ported to another carrier. Finestone also requested, unsuccessfully to have Defendant  
13 reclaim the vanity number 1-800-NETWORK and premium numbers 213-777-7777 and  
14 213-888-8888. The Defendants has declined all requests to port Finestone's numbers or to  
15 reclaim 1-800-NETWORK, 213-777-7777 or 213-888-8888.

16 57. Abruptly, on February 1, 2019, Defendants, through their counsel, terminated  
17 discussions with Finestone.

18 58. On or about March 26, 2019, after attempts to resolve the porting issue were  
19 unsuccessful, Finestone made a formal written demand that the approximately 1200  
20 numbers on Exhibit A assigned to him be ported to another telecommunications carrier.

21 59. Finestone therefore believes there is no recourse other than to bring this action to get  
22 Defendants to port the telephone numbers as required by federal law.

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COMPLAINT

## VI. CLAIMS FOR RELIEF

**FIRST CLAIM FOR RELIEF**

## **VIOLATION OF 47 C.F. R. § 52.35 Porting Intervals**

60. Finestone restates and incorporates by reference each of the foregoing paragraphs as though set forth fully herein.

61. Finestone is a user of telecommunications provided by one or more of the UTG Defendants.

62. Finestone was assigned certain toll free and traditional telephone numbers by a predecessor in interest to the UTG Defendants and by UTG Defendants.

10 63. Finestone filed a request with the UTG Defendants to port his telephone numbers to a  
11 new carrier on or about March 21, 2018.

12 64. One or more of the UTG Defendants are required by federal law to port Finestone's  
13 telephone numbers within four business days. 47 C.F.R. §52.35(d). 47 U.S.C. 153(37).

14 65. The Defendants have refused to port Finestone's telephone numbers as of the date of  
15 this Complaint.

16 66. The UTG Defendants' refusal to port Finestone's telephone numbers is a violation of  
17 federal law. 47 C.F.R. §52.35(d). 47 U.S.C. 153(37)

18 67. The UTG Defendants' refusal to port Finestone's telephone numbers has caused  
19 Finestone direct harm by making it impossible for Finestone to use the telephone numbers  
20 to conduct business.

68. Because of the UTG Defendants' unlawful acts, and the harm caused thereby, Finestone  
is entitled to recover all available remedies under the law, including but not limited to actual  
damages, return of any telephone numbers that have been released to a third party,  
reasonable attorney fees, costs.

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**SECOND CLAIM FOR RELIEF**

**VIOLATION OF 47 U.S.C. SECTION 201**

69. Finestone restates and incorporates by reference each of the foregoing paragraphs as though set forth fully herein.

70. 47 U.S.C. Section 201 requires all practices in connection with a communications service to be just and reasonable.

71. By refusing to port Finestone's numbers within the time frames required under federal law, one or more of the UTG Defendants have failed to act in a just and reasonable manner, in violation of Section 201.

10 72. UTG Defendants' violation of Section 201 has caused Finestone damages, including but  
11 not limited to lost business due to his inability to use telephone numbers for business  
12 purposes.

13 73. Because of the UTG Defendants' unlawful acts, and the harm caused thereby, Finestone  
14 is entitled to recover all available remedies under the law, including but not limited to actual  
15 damages, return of any telephone numbers that have been released to a third party,  
16 reasonable attorney fees, costs,

**THIRD CLAIM FOR RELIEF**

**VIOLATION OF CAL. BUS. & PROF. CODE**

19 74. Finestone restates and incorporates by reference each of the foregoing paragraphs as  
20 though set forth fully herein.

75. Section 17200 of the Cal. Bus. & Prof. Code, California's unfair competition law  
76. ("UCL") prohibits conduct that is an *inter alia* "unlawful, unfair or fraudulent business act."

23 76. UTG Defendants knowingly refused to port Finestone's telephone numbers in violation  
24 of federal law and failed to correct the violation after Finestone notified them of the  
25 violation.

1 77. Under the UCL, a violation of any other state or federal law constitutes a violation of  
2 California's UCL. *See, Brokaw v. Qualcomm, Inc.* (S.D.Cal. Feb. 27, 2002, No. 01-CV-  
3 1172-L(LAB)) 2002 U.S.Dist.LEXIS 27809, at \*25 (“The unlawful practices prohibited  
4 by Cal. Bus. & Prof. Code §§ 17200 are any practices forbidden by law, be it civil or  
5 criminal, federal, state, or municipal, statutory, regulatory, or court-made.”)

6 78. UTG Defendants' refusal to port Finestone's numbers violate 47 C.F.R. §§ 52.20, *et*  
7 *seq.* Therefore the conduct constitutes an unlawful and unfair practice under California law.

## FOURTH CLAIM FOR RELIEF

## **BREACH OF ORAL CONTRACT**

10 79. Finestone restates and incorporates by reference each of the foregoing paragraphs as  
11 though set forth fully herein.

12 80. As alleged herein, Finestone and the one or more of the UTG Defendants entered into  
13 an oral contract whereby they agreed to provide and manage telephone numbers and to  
14 provide telecommunications services to Finestone for a \$0 rate in exchange for business  
15 referrals from Finestone to one or more of the Defendants.

16 81. Finestone has performed all or substantially all of the obligations he owed under the  
17 terms of the oral contract including, but not limited to, providing valuable business referrals  
18 to one or more of the Defendants.

19 82. One or more of the Defendants have breached the contract by repeatedly failing to  
20 manage Finestone's telephone numbers, including refusing to port those numbers to another  
21 CLEC as required by federal law.

22 83. As a result of the UTG Defendants' breach, Finestone has suffered damages in an  
23 amount to be proven at trial.

24 | //

25 | //

## **FIFTH CLAIM FOR RELIEF**

## **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

3 84. Finestone restates and incorporates by reference each of the foregoing paragraphs as  
4 though set forth fully herein.

5 85. As alleged herein, Finestone and one or more of the UTG Defendants had a valid  
6 contract. Finestone did all, or substantially all of the things the contracted required him to  
7 do. All conditions required by the UTG Defendants' performance under the contract had  
8 been performed by Finestone, namely he provided good and valuable business referrals and  
9 customer account management to one or more of the UTG Defendants.

10 86. The UTG Defendants unfairly interfered with Finestone's right to receive the benefits of  
11 his contract performance. This includes the UTG Defendants' failure to manage  
12 Finestone's telephone numbers in a professional and legal manner by porting those  
13 telephone numbers to another CLEC upon request by Finestone.

14 87. As a result of the Defendants' breach, Finestone has suffered damages in an amount to  
15 be proven at trial.

## VII. PRAYER FOR RELIEF

17 WHEREFORE, Finestone respectfully requests the following relief:

18 88. That the Court require UTG Defendants immediately to recover any toll free or local  
19 numbers assigned to Finestone that have been released to another RespOrg or customer.:

20 89. That the Court conclude that UTG Defendants have violated the telephone number  
21 porting requirements under federal law set forth at 47 C.F.R. §§ 52.20, *et seq.* by failing  
22 port Finestone's numbers within the required intervals;

23 90. That the Court conclude UTG Defendants violated Section 201 of the Act by failing to  
24 port Finestone's numbers;

25 91. That the Court conclude Defendants violated Cal. Bus. & Prof. Code 17200;

1 92. That the Court conclude UTG Defendants breached the oral contract with Finestone,  
2 and the covenant of good faith and fair dealing, by failing to manage Finestone's telephone  
3 numbers in a lawful manner by porting them to another CLEC upon Finestone's request;

4 93. That the Court conclude that UTG Defendants breached an oral contract under which  
5 one or more UTG Defendants maintained local telephone numbers assigned to Finestone  
6 and acted as a RespOrg for toll free numbers assigned to Finestone;

7 94. That the Court conclude that UTG Defendants breached the covenant of good faith and  
8 fair dealing;

9 95. That the Court conclude that Finestone benefitted the public at large through this case  
10 by putting the UTG Defendants, and other CLECs that fail to timely port telephone  
11 numbers, on notice that they must live up to their porting obligations under federal law. On  
12 that basis, Finestone is entitled to recover attorney's fees pursuant to Cal. Code of Civ. P. §  
13 1021.5;

14 96. That the Court award Finestone revenues lost due to the loss of his telephone numbers  
15 and litigation costs and attorney's fees expended to seek relief from the UTG Defendants'  
16 violation of 47 C.F.R. §§ 52.20, *et seq.* and violation of 47 U.S.C Section 201; and

17 97. That the Court award Finestone such other and further relief that the Court deems  
18 appropriate.

19 DATED: January 30, 2020

20 /s/Anita Taff-Rice

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29 COMPLAINT